

**COMPANY INFORMATION** \*-information marked with an asterisk is obligatory

**CONTACT DETAILS**

* Company name <sup>1</sup>	* Registration company number/ VAT number
* Postal address	* Postal code and City/Country
Visiting address (if different than postal address)	Postal code and City/Country
* Contact person	* Telephone number
* Email address	
* Line of business according to Finnish TOL-industrial classification	
* Yearly turnover of the company in Euros	

1) If company is a subsidiary also parent company information is to be given

**INVOICING DETAILS**

Primary invoicing format (choose one of the following and fill all related fields)

 Electronic invoice

Address for electronic invoicing (receiver address)	Network operator for electronic invoicing
Invoicing reference / your own reference for the yearly user fee	
Postal invoicing address, if the e-invoice address does not reach the recipient company	

 Email invoice

Email address	Invoicing reference / your own reference for the yearly user fee
Postal invoicing address, if the e-invoice address does not reach the recipient company	

 Paper invoice (invoicing surcharge 15 €)

Invoicing address (if different than postal address)	Postal code and City/Country
Invoicing reference / your own reference for the yearly user fee	

Please mark at least one option for the following questions:

**\* Use of GS1 Company Prefix:**

- to code products
- GLN – Global Location Number
- SSCC – Serial Shipping Container Code (pallet label)
- GS1 Partner Network membership

**\* We apply for a:**

- 11- digit company prefix (10 different GTIN codes / 1 million SSCC codes)
- 10-digit company prefix (100 different GTIN codes / 10 million SSCC codes)
- 9-digit company prefix (1000 different GTIN codes / 100 million SSCC codes)
- 7-digit company prefix (100 000 different GTIN codes / 10 billion SSCC-codes)
- GS1 company prefix for variable measure items (meat, fruit, vegetables etc.)

**\* Does your company use the GS1 System to create a Unique Device Identification (UDI) for a medical device in the U.S. market in accordance with FDA regulations (Unique Device Identification System)?**

- Yes
- No

The GS1 admittance fee as well as the monthly part of the user fee, will be invoiced as you apply for the company prefix. You will receive an invoice for the above fees after you have sent us the application form. The amount of the user fee is based on the month you apply.

The admittance fees:

- 11-digit company prefix 60 € + vat 24 % = 74,40 € + rest of the year user fee
- 10-digit company prefix 200 € + vat 24 % = 248,00 € + rest of the year user fee
- 9-digit company prefix 500 € + vat 24 % = 620,00 € + rest of the year user fee
- 7-digit company prefix 3000 € + vat 24 % = 3720,00 € + rest of the year user fee
- GS1 company prefix for variable measure items 500 € + vat 24 % = 620,00€ + rest of the year user fee

In the future the service fee is an annual, company turnover based fee. You can find our Up-to-date pricelist on our website [www.gs1.fi](http://www.gs1.fi) or request it from our customer services.

When GS1 Finland Oy allocates a company prefix for our use we commit ourselves to comply with the rules given by GS1 Finland and to pay an engagement fee and yearly user fees issued by GS1 Finland.

* Time and place	* Signature
	* Name (in print letters)

**Terms and conditions for the use of the GS1 Company Prefix as of April 1st, 2021****\* Terms and conditions for the use of the GS1 Rekisteri as of April 1st, 2021**

These terms and conditions apply GS1 Finland Ltd's new customers and existing customers who will start using the GS1 Rekisteri.

**1. Use of the GS1 Company Prefix**

The GS1 Company Prefix will be used to form number sequences in accordance with the global GS1 system to identify products, locations, logistic units or load carriers, among others, and to mark them with GS1 barcodes. The GS1 Company Prefix is customer-specific, and the same Company Prefix or codes based on it cannot be used by any other company. Therefore, the customer is not authorized to redistribute or resell the GS1 Company Prefix or any code generated from it.

**2. Customer rights and obligations****2.1. GS1 Company Prefix**

The customer has the right to use the GS1 Company Prefix issued to the company he represents as described in section 1. The customer undertakes to follow the instructions for using the Company Prefix, which are available on the website [www.gs1.fi](http://www.gs1.fi) and from GS1 Finland's customer service.

In order to use the Company Prefix, the customer shall pay GS1 Finland a Company Prefix -specific commissioning fee in accordance with the valid price list, as well as an annual fee.

The customer is obliged to notify GS1 Finland of any changes in the contact and billing information via the MyGS1 service or by e-mail ([asiakaspalvelu@gs1.fi](mailto:asiakaspalvelu@gs1.fi)). Changes in the company's business (eg termination of business, sale of the company) shall be notified in writing to [laskutus@gs1.fi](mailto:laskutus@gs1.fi).

The customer is not entitled to transfer the rights of this agreement to a third party without the consent of GS1 Finland.

**2.2. \* GS1 Rekisteri**

GS1 Finland Ltd's customers have access to the GS1 Rekisteri. GS1 Rekisteri is a service available with an Internet browser, where the customer creates the GTIN codes and barcodes for products. GS1 Rekisteri is also used to create and store GLN codes that company may use. The use of the GS1 Rekisteri is included in the annual fee for the Company Prefix.

The customer shall store the most important basic data about his products in the GS1 Rekisteri when generating GTINs. The customer can store the data himself or use an external partner to store the data. If another actor (eg an agent, distributor, content provider) acts as a data logger on behalf of the customer, the data logger must, at the request of GS1 Finland, prove its authority to store the data in the GS1 Rekisteri.

Registering products in the GS1 Rekisteri ensures that products can be found in GS1's global product register, through which products are available to trading partners both in Finland and abroad. The introduction of the GS1 Rekisteri is part of the international GS1 cooperation and product registration will be introduced in all GS1 countries.

The customer who submits data to the GS1 Rekisteri understands and agrees that GS1 Finland shares the stored data with the recipients through both its local and global GS1 services. Customer is responsible for ensuring that the data it provides to the GS1 Registry: (i) originates from or is approved by the Company itself, (ii) does not violate any third party rights, including privacy rights, copyrights, trademarks, patents or other intellectual property rights of any other third party, or violates any applicable laws or regulations, (iii) does not contain any virus, trojans, logic bombs or any other materials which are malicious or technologically harmful.

The customer understands that the data provided is validated and shall comply with the validation rules of the GS1 General Specification. In addition, the GTIN management standard and any other applicable technical specifications shall be complied with when editing and storing data. The customer shall be liable for the data and its quality it shares in the GS1 Rekisteri. GS1 Finland, GS1 AISBL or any other GS1 member organization shall not be liable for any damages to any third party - including, but not limited to, actual, direct, indirect, incidental and punitive damages resulting from the use of the data provided by the customer.

The customer shall fully indemnify, hold harmless and defend GS1 Finland, GS1 AISLB or other GS1 member organizations from and against all claims, actions and expenses (including reasonable attorneys' fees and costs) brought by any consumer, government agency or other third party which result from any allegation that any use, publication or distribution of data stored in the GS1 Rekisteri infringes any patent, copyright, trademark, data base right or other intellectual property right.

The customer acknowledges and agrees that GS1 makes no representations or warranties, express or implied, regarding any matter, and such representation or warranty is expressly disclaimed, including but not limited to the merchantability or fitness for a particular purpose or use of the GS1 Rekisteri, the GS1 company prefix and the GS1 identification keys.

GS1 Finland is not responsible for the readability of barcodes that are created using the files that customers can download in GS1 Rekisteri. It is not possible to control by GS1 Finland whether customers use a professional printing service to print labels that follows GS1 standards and guidelines with regards to barcode print quality.

**3. Terms and conditions for suppliers and labellers of medical devices**

GS1 company prefix or GTIN-code ("GS1 Key") used for unique identification of medical devices ("Unique Device Identifiers" or "UDI")

- 3.1. Customer understands that GS1 Finland Oy is a member of the global GS1 organisation ("GS1 Global Office"), which has been accredited by certain regulatory agencies as an issuer of UDIs and, in that capacity, both are subject to certain regulatory obligations (e.g., reporting of companies that use the GS1 standards for unique identification of medical devices).
- 3.2. Customer understands that when it uses GS1 standards to identify a product that may be characterised as a medical device under the laws of the country where such product is marketed (a "Medical Device"), the following rules shall apply:
  - (a) upon applying for a GS1 company prefix or a GTIN-code Customer must inform GS1 Finland Oy if a GS1 company prefix or GTIN-code will be used to identify a Medical Device and in which country the related product will be marketed;
  - (b) Customer is and shall at all times remain responsible for the information about the Medical Device provided by it to GS1 Finland Oy and for compliance with any applicable regulatory obligations and shall ensure any information provided to GS1 Finland Oy is accurate and up to date at all times;
  - (c) GS1 Finland Oy may monitor correct implementation of the GS1 standards by customer;
  - (d) In case GS1 Finland Oy identifies a Deficiency (as defined in section 9.3 below), GS1 Finland Oy may inform customer in writing of such Deficiency and requiring customer to correct such Deficiency within 90 calendar days from the date of the notification (the "Correction Period").
  - (e) If the Deficiency is not corrected within an additional period of 90 days from the expiry of the Correction Period and pertains to a repeated and/or deliberate misuse of the GS1 Standards related to UDI, GS1 Global Office, working with GS1 Finland Oy, may inform the regulator and modify the use (incl. revocation) of the GS1 Company Prefix for UDI implementation in the relevant jurisdiction, as a follow-up action taken in cooperation with the relevant regulator.
  - (f) Customer acknowledges and agrees that GS1 Finland Oy must, in the context of its regulatory obligations, share certain information with the relevant regulators either directly or via GS1 Global Office, including without limitation: the fact that customer uses the GS1 company prefix or GS1 GTIN-code to identify Medical Devices marketed in the regulator's country, the GS1 company prefix or GS1 GTIN-code, the name of customer's company, as well as any identified and uncorrected Deficiencies. Customer understands that neither GS1 Finland Oy nor GS1 Global Office may be held liable for any direct or indirect consequences, losses or damages resulting of GS1 Finland Oy and/or GS1 Global Office providing such information to a regulator.
- 3.3. For the purpose of this section, a "Deficiency" means any of the following: a misconstruction of the identifier, a mismatch between the name of the company holding the license for the GS1 company prefix and GS1 Key and the company using the GS1 Key or any other inaccurate, incomplete or outdated information.

#### **4. Rights and obligations of GS1 Finland Ltd.**

##### **4.1. GS1 Company Prefix**

GS1 Finland maintains a register of the company prefixes it has issued in Finland and also submits them to the global GS1 company prefix register. GS1 Finland provides general guidance for the GS1 System and maintains and develops the system and related instructions.

##### **4.2. \* GS1 Rekisteri**

If GS1 Finland suspects that data is submitted to or published in the GS1 Rekisteri in breach of this Agreement (e.g. it violates third party intellectual property rights), it may take appropriate remedial action. These include e.g. suspension of access to data or deletion of data from the GS1 Rekisteri temporarily or permanently.

If the customer terminates GS1 Finland's Company Prefix agreement, GS1 nevertheless may retain the data provided by the customer to the GS1 Register marked No longer maintained.

#### **5. Force majeure**

The service provider is not responsible for damage that is caused by a force majeure event or for the service provider's operations becoming unreasonably difficult for a comparable reason. War, threat of war, requisitioning or confiscation of public need, an import or export prohibition, a labour conflict, a natural phenomenon, fire, cable or similar damage caused by a third party, flood, water damage, excess voltage from the electrical network, interruption in the supply of energy or another essential raw material, defects in telecommunication connections, defects in telecommunication connections acquired from or (e.g., product information and other material) in the possession of a third party or a delay in delivery, a circumstance due to a third party which is not dependent on the service provider, or another reason that the service provider could reasonably not have taken into account or prevented or overcome its impact is considered a force majeure.

#### **6. Prices and payment terms**

The GS1 Company Prefix commissioning fee and the current year's annual fee share will be charged at the time of issuance. Annual fees for future years will be invoiced annually in January. Payment term is 14 days net.

GS1 Finland has the right to change the prices of the products and services it offers annually. Price changes will be announced at least one month before they take effect. An up-to-date price list is available on the website at [www.gs1.fi](http://www.gs1.fi).

#### **7. Contract Period and Termination**

This agreement enters into force when GS1 Finland notifies the customer of the issued Company Prefix. The agreement is valid until further notice and will continue for one calendar year at a time, unless terminated before the end of the previous calendar year. Termination shall be made in writing to [laskutus@gs1.fi](mailto:laskutus@gs1.fi). If the customer terminates the contract after payment of the annual fee is already paid, the annual fee for the year in question will not be refunded.

GS1 Finland has the right to terminate this agreement and deactivate the Company Prefix if the customer fails to pay the fees related to the agreement or materially violates the agreement in other ways. If GS1 Finland terminates the agreement for reasons attributable to the customer, the use of the issued GS1 Company Prefix and the codes generated from it shall be stopped immediately.

#### **8. Change of terms and conditions**

GS1 Finland Ltd has right to change these terms and conditions. Up-to-date terms and conditions are available on GS1 Finland's website and significant changes (incl. Price changes) are notified to the customer by e-mail before they take effect.

#### **9. Applicable law and resolution of disputes**

Finnish legislation is applied to the agreement, excluding the connecting factor rules. Any disputes caused by this agreement shall be finally resolved in arbitration proceedings according to the arbitration procedure rules of the Central Chamber of Commerce. The arbitration tribunal shall have one member. The seat of the arbitration proceedings shall be Helsinki.